

HIGH COUNTRY HOMES, LLC

ADDENDUM "A" TO  
RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS ADDENDUM A is to be made a part of and further supplements and revises that certain Earnest Money Agreement and/or Residential Purchase and Sale Agreement, hereinafter ("the Agreement") dated \_\_\_\_\_, 2011, between HIGH COUNTRY HOMES, LLC, as "Seller" and \_\_\_\_\_, collectively known as "Buyer" and/or "Buyer" with regard to that certain real property commonly known as:

- 1. HOME STYLE SELECTION/ELEVATION:** Seller ("Seller") agrees to build Plan Style \_\_\_\_\_ on the Property.
- 2. COMPLETION OF NEW HOME:** The closing date for the new home to be constructed for Buyer as described in the purchase and sale agreement is estimated only. At time of interior paint completion, an addendum will be provided to Buyer with an Estimated Completion and Closing Date. Completion is defined as when construction is substantially complete and a certificate of occupancy is issued. Such Completion Date Estimate shall be incorporated into and become a part of the Agreement. However, in order to maintain the strict quality standards of each new home constructed by Seller, ANY COMPLETION DATE ESTIMATE IS AN ESTIMATE ONLY AND THERE IS NOT A REPRESENTATION OR GUARANTEE AS TO THE EXACT DATE WHEN YOUR NEW HOME WILL BE COMPLETED. There may be conditions which extend the completion date of the home, including but not limited to: back orders, late selections by Buyer, discovery of defective materials that will require replacement and delays due to weather conditions. In such an event, Seller may elect **an automatic sixty (60) day extension** of the Agreement.
- 3. CLOSING:** Buyer shall be entitled to possession upon the Closing. "Closing" is defined as the date on which all closing documents are recorded and the sale proceeds are available to Seller. A new home orientation will be scheduled with the buyer approximately (5) business days prior to the agreed closing date. Buyer agrees to close on the home within (5) business days of the new home orientation walk thru and/or agreed closing date, whichever is later. If this transaction does not close within 5 business days of said closing date at no fault to Seller, then Buyer shall pay \$100 per day. **SELLER IS NOT RESPONSIBLE for the expiration of Buyer's loan commitment, penalties, loan or other fees or losses due to any delay in the Closing. BUYER IS ADVISED TO INSURE THAT THEIR LENDER AND ANY OTHER INTERESTED PARTY IS PROVIDED WITH A COPY OF THE AGREEMENT AND ANY ADDENDA.** Buyer agrees that if weather and/or ground conditions delay completion of landscaping, final grading and/or flatwork, such delay will not be a reason to delay Closing or require a holdback of sale proceeds. Seller agrees that as soon as weather and/or ground conditions permit landscaping, final grading and/or flatwork, such work will move forward to completion.
- 4. LOT AVAILABILITY:** If this offer is a presale on a lot **not** currently owned by the Seller, or a lot in which the Seller is **not** engaged in purchasing, then this offer is subject to Seller acquiring the lot within Seller's lot allowance of 30 days. If, at Seller's sole discretion, Seller is unable to acquire the lot within

Buyer Initial: \_\_\_\_\_ Buyer Initial: \_\_\_\_\_ Seller: \_\_\_\_\_

Sellers lot allowance the earnest money will be refunded to Buyer and this agreement will be null and void.

This agreement IS \_\_\_\_\_ or IS NOT \_\_\_\_\_ subject to lot acquisition.

**5. SELLER'S FINANCING:** If Seller is unable to obtain financing to undertake and complete construction, then Seller shall refund all earnest money and any other funds deposited with seller or escrow. Buyer's damages shall be limited to the foregoing and Buyer agrees to waive any and all other claim for damages that buyer may have, including but not limited to any claims for consequential damage. Buyer and seller agree that the foregoing shall constitute a valid, liquidated damage clause. In the event that the sale does not close, this Agreement shall be of no further effect, it being the intention of the parties that Buyer will forfeit the earnest money and be free of any further obligations under this Agreement. If Seller or Buyer otherwise fails to consummate the transaction, the earnest money will be refunded to Buyer, this Agreement shall be null and void, and the parties shall have no further liability to the other arising out of this transaction.

In the event of any suit or action to enforce the terms and provisions of this agreement, the losing party agrees to pay the prevailing party's costs, expenses, and reasonable attorney fees both at trial and on appeal there from.

**6. BUYER'S FINANCING:** Seller encourages Purchaser to utilize the premium lending services offered by Alan Thain with Cobalt Mortgage at 206-631-2210.

**7. ESCROW/CLOSING OFFICE:** Buyer and Seller further agree that the designated closing/escrow agent for the Agreement shall be Nelson Escrow which is located at 420 N. Meridian St., Suite B, Puyallup, WA 98371; telephone number (253) 845-1120, facsimile number (253) 848-4891 or such other closing/escrow agent as Seller may approve. Seller is allowed a special builder's rate on escrow fees if such company is used and these costs savings are reflected in the sales price of your new home.

**8. EARNEST MONEY:** Purchaser to deposit Earnest Money in the amount of \$7,500 and to be held by Nelson Escrow. In the event home is already under construction, Purchaser shall deposit \$2,500. Upon credit approval and/or removal of all contingencies contained here-in, said Earnest Money shall be released to the Seller and construction shall commence/continue. At that time, Earnest Money shall be deemed non-refundable. Purchaser expressly waives all claims to refund of the Earnest Money after contingencies are removed or waived. Upon Seller's receipt of credit approval letter, financing contingency shall be deemed satisfied and waived. Purchaser authorizes Nelson Escrow holding Earnest Money to release funds to the Seller. Earnest money deposits will be credited back to Purchaser at closing.

**9. PRECONSTRUCTION MEETING:** A preconstruction meeting (the "Preconstruction Meeting") between Buyer and Seller's representative will be held if determined by Seller to be necessary, after (a) the date Buyer receives written loan approval and delivers same to Seller and, (b) if applicable, after the waiver by Buyer of any contingencies, including but not limited to the contingency for the sale of Buyer's present home. Preconstruction Meetings are scheduled Mondays-Thursdays from 10 am – 3 pm and last approximately one hour. Buyer should come prepared to the Preconstruction Meeting with a clear understanding of any desired upgrades or revisions. In order to complete the Preconstruction Meeting within a reasonable period, it is highly recommended that only Buyer and/or its agent attend this

Buyer Initial: \_\_\_\_\_ Buyer Initial: \_\_\_\_\_ Seller: \_\_\_\_\_

meeting and that Buyer make alternative arrangements for any necessary childcare during this period. In the event there are no significant upgrades or changes to the Home, then Buyer may elect to forego the preconstruction meeting. In this case, buyers and its agent may submit, in the form of a written addendum, a list of upgrades/changes Buyer requests in which event Seller, at Seller's discretion, will review and provide Buyer and/or their agent with the costs to complete the same. Exterior elevations will be reviewed at the Preconstruction Meeting and/or through Buyer's agent. (Exterior elevation policy dictates that duplicate plan elevations are not allowed next door or directly across the street.) All elevation, color and materials requests that are agreed upon shall be written on a floor plan and initialed by both Buyer and Seller's representative.

**10. BUYER UPGRADES AND SELECTIONS:** Buyer is aware that the home being purchased will be constructed with certain limited opportunities for color and finish selection by Buyer. Any model home in the plat or development is presented as a general illustration only. **The decorations, furnishings, options, and color selections included in a model home shall not create an agreement or commitment by Seller as to the Home being purchased by Buyer.** None of the decorations, furnishings, options, or color selections in or to any model home is included in the Agreement unless Seller, as a part of the Agreement, agrees to deliver the same as part of the purchase price. If Seller has not already obtained a building permit prior to acceptance of the Agreement and Addenda and Buyer has removed in writing all contingencies to the Closing of the Agreement, Buyer shall have the option to select colors of carpet, vinyl floor coverings, countertop laminates and exterior color of home from Seller's designated suppliers and within Seller's standard designated specifications and cost allowances, as further described in this Addendum. (Exterior color policy dictates that duplicate color schemes are not allowed next door or directly across the street.) Any colors, selections, upgrades, or chosen items that are different from Seller's standard designated specifications and/or cost allowances must be approved by Seller and paid for at the time of selections/preconstruction meeting. A non refundable prepayment of 50% is required for upgrades and change options totaling up to \$10,000.00 with the remaining balance due prior to closing. At Seller and Lender's option, the remaining 50% balance may be added to the Purchase Price of the home. Any amounts above \$10,000.00 must be paid in full at the selections meeting. Should the appraised price be less than the agreed sales price due to changes/upgrades that the buyer has selected, buyer must pay the difference between the sales and appraised price in cash directly to seller upon closing. It is mutually understood and agreed that Seller will not delay construction of the Home to wait for Buyer's requested selections. If the Home is under construction, any changes to the colors and hard surfaces, carpet, paint, etc., are at the exclusive discretion of Seller and only as evidenced by a mutually signed addendum allowing such changes. All selections, upgrades, or chosen items will remain the property of Seller until transfer of title to the Property at Closing. If this transaction does not close for any reason other than default by Seller, all funds paid for any such items are a **non-refundable** payment from Buyer to Seller and shall be retained by Seller in the event Buyer is unable to and/or elects, for any reason whatsoever, not to complete the transaction *contemplated by the Agreement*. *In the event Seller has already obtained a building permit and has ordered colors of carpet, vinyl floor coverings, countertop laminates, color of appliances, and exterior color of home prior to mutual acceptance of the Agreement and related Addenda, Buyer may request Seller in writing for a change in any of said items and, to the extent Seller agrees to a change, Buyer understands they may incur additional charges for increased costs due to any such change, including but not limited to additional charges for cost increases of selected items in comparison to previously selected items, for restocking charges or for replacement of previously selected items.*

Buyer Initial: \_\_\_\_\_ Buyer Initial: \_\_\_\_\_ Seller: \_\_\_\_\_

Sellers upgrade price list only applies to changes requested prior to commencement of construction. Special buyer selected items or changes will not be allowed if they would delay construction scheduling or completion.

**11. COMMISSIONS:** All commissions will be based on the original base price of the home and will not include any upgrade amounts that may be rolled into the loan amount.

**12. NO ORAL REPRESENTATIONS:** It is natural during the course of the transaction for Buyer to have questions regarding their new home. In order for Buyer to receive responsible and authoritative answers to their questions during the construction process and prior to the Closing date of the Agreement, **Buyer's questions shall be submitted through the Buyer's "Home Page" to Kevin at Cascade Builder Services via their website at [www.cascadebuilderservices.com](http://www.cascadebuilderservices.com) who will then forward them directly to Seller for a response. The Buyer will receive their user name and password to access their "Home Page" at their Preconstruction meeting or via e-mail shortly after mutual acceptance.** Any response by Seller shall be in writing, and may be made by email response either to Buyer and/or their designated real estate agent. Buyer understands and agrees that any statements, interpretations or representations regarding the Agreement or the Property made by sales agents, Seller's employees, Seller's agents, contractors or subcontractors are to be disregarded, are not binding on Seller and that the terms and full understanding of the Agreement shall be limited to the Agreement as written together with any clarifications to the Agreement made by Seller in writing and directed specifically to Buyer. Buyer acknowledges that neither Seller (nor any agent or any other person) has made any representation regarding views, or the future use of any developed or undeveloped properties in the vicinity of the Property.

Buyer's preferred e-mail address(es) to be used for correspondence with Cascade Builder Services: \_\_\_\_\_  
\_\_\_\_\_

**13. ACCESS DURING CONSTRUCTION:** Buyer acknowledges that the Property being purchased pursuant to the Agreement is and shall continue to belong to Seller until the closing date of the Property purchase under the Agreement. Buyer agrees that neither they, or their agents or representatives, shall enter onto the Property during construction unless accompanied by Seller's representative or agent and then only at the sole risk of Buyer. Buyer further acknowledges notice that only Seller and Seller's employees and authorized subcontractors are authorized to enter and do work on the Property, and Buyer is expressly denied permission to do any work on the Property prior to closing for any reason whatsoever without the prior written consent of Seller.

**14. NEW HOME ORIENTATION:** Prior to the Closing date of the Agreement, Cascade Builder Services will schedule a new home orientation with Buyer to explain the required Buyer maintenance and the operational procedures of the home's appliances, heating and plumbing systems. Due to the number of new homes constructed by Seller and the importance of this limited time availability, the only parties that shall be permitted to attend the new home orientation shall be Buyer's and Seller's authorized representatives. No other family members, representatives or real estate agents are permitted to attend this orientation session. In the event Buyer requests to have a home inspection of the Property conducted prior to Closing, Buyer shall provide the listing agent with the time and date requested for said inspection, which shall be forwarded to Seller's construction department for

Buyer Initial: \_\_\_\_\_ Buyer Initial: \_\_\_\_\_ Seller: \_\_\_\_\_

approval and confirmation. Such inspection will waive the typical orientation offered by Seller and, in such event, Buyer and Seller's representative will conduct, prior to Closing, a limited orientation.

- 15. LOCATION OF HOME AND FENCING; LANDSCAPING:** SELLER HAS SOLE DISCRETION TO DETERMINE THE EXACT LOCATION OF THE HOME AND ANY FENCING OR LANDSCAPING ON THE PROPERTY BEING PURCHASED. Many factors and considerations dictate that Seller have the exclusive responsibility and authority to make such decisions. Seller agrees to landscape the property in a manner consistent with the appearance of the neighborhood and the new Home. Buyer acknowledges that Seller will also landscape in order to meet engineering requirements such as grading and water drainage. Buyer thus acknowledges that matters of landscaping have been delegated to Seller's sole and absolute discretion.
- 16. HOMEOWNER'S ASSOCIATION AND DUES:** It is understood that all owners of lots within the Plat/development will become members of \_\_\_\_\_. The homeowner's association is a non-profit corporation organized and existing under the laws of the State of Washington. The Association will also assess annual dues of the Association for 2011 are in the amount of \$\_\_\_\_\_ and will be pro-rated at closing. In addition, Buyer will pay a one-time fee at closing of \$\_\_\_\_\_ which shall be payable, in its entirety to the Seller at closing to partially reimburse the Seller for entry monumentation and fencing for this community which will be owned and maintained on and after the closing date for the benefit of all homeowners.
- 17. SUBSTITUTION/CHANGES:** Seller reserves the right to substitute items of comparable quality or to make changes or modifications, as needed, to meet County, City, FHA, VA or Lender guidelines or codes, without prior notice to Buyer. During construction it may be necessary to make changes to the plans and specifications. The modifications may include changes to the floor plans, interior and exterior design, and materials, as Seller deems necessary and/or required by Building Codes. Seller may make minor modifications to the design and/or siting of the home during construction if topographical conditions of the property so dictate, or as a result of requirements of the Building Code. Seller reserves the rights to modify materials and specifications provided the modifications are equal to or better than the original, in Seller's sole and absolute discretion. Electrical, mechanical and plumbing placement may vary at the sole and absolute discretion of Seller.
- 18. PLAN VARIATIONS:** No two homes are built exactly alike. It is not uncommon to have minor differences in the dimensions or style of concrete, landscaping, framing, cabinets, etc. All homes are built with materials of comparable quality, but the above-mentioned items can and do vary from home to home. These variations are not considered defects and will not be changed.
- 19. PLANS ARE PROPERTY OF SELLER:** Plans, drawings, specifications and design materials shall remain the sole property of Seller and will not be made available to Buyer.
- 20. COMMON AREAS; PLAT:** Buyer hereby acknowledges and agrees that the Seller's obligations with respect to the Common Areas and the plat/development as a whole are limited to performing such work, and completing such improvements, as are required to obtain approval of completion from the applicable City or County. Buyer agrees that Seller has made no other representations or warranties with respect to the Common Areas and the plat/development as a whole, and Buyer releases Seller from any and all obligations with respect to the Common Areas and the plat/development as a whole except as specifically set forth in this paragraph.

Buyer Initial: \_\_\_\_\_ Buyer Initial: \_\_\_\_\_ Seller: \_\_\_\_\_

**21. INSULATION:** As to homes permitted with applicable governmental authorities on or after July 1, 2002 and in accordance with Washington State Energy code requirements at the time of building permit and pursuant to Federal Trade Commission. Regulations require the following information shall be filled in by Seller: (if insulation is not yet selected, FTC regulations require Seller to furnish to Buyer the information below in writing as soon as available.)

Wall Insulation:	Type: Batt	Thickness: 5 ½"	R-Value: R-21
Ceiling Insulation:	Type: Batt (Vault Only)	Thickness: 10"	R-Value: R-30
Ceiling Insulation:	Type: Blown	Thickness: 12"	R-Value: R-38
Floor Insulation:	Type: Batt	Thickness: 10"	R-Value: R-30

Other Insulation Data: Insulation installation specifications meet Washington State requirements. Insulation requirements are subject to change to comply with current energy code. Per 2002 WSEC under 12% glazing. All glazing is U=35 or less.

**22. UTILITIES PAID OUTSIDE OF ESCROW BY SELLER:** It is the responsibility of the Buyer to within 48 hours of closing, switch the utilities into their name as the date of closing. Seller will pay for usage fees up to the day of the home closing. Seller will not be held responsible for charges in connection with the utilities including any surcharges and/or assessments payable after the closing of the home.

**23. WAIVER OF REAL PROPERTY TRANSFER DISCLOSURE STATEMENT:** Purchaser has received a blank Form 17 for information purposes and understands that due to the fact this home is a pre-sale or under construction there is not a completed Form 17. Please note: Environmental portion of Form 17 has no "yes" answers. Purchaser has been advised of their right to receive a completed Form 17. Buyer waives its right to receive a Real Property Transfer Disclosure Statement as provided in RCW 64.06 et. seq.

**24. POSSESSION:** Keys will be delivered and Buyer shall be entitled to possession of their new home on the date on which all closing documents are recorded and the sale proceeds are available to Seller.

**25. AGENCY:** Both Seller and Buyer acknowledge that Buyer's selling real estate agent represents Buyer exclusively and not Seller, and that Seller's listing agent, \_\_\_\_\_ represents Seller exclusively and not Buyer. If selling agent and listing agent are different licenses affiliated with the same real estate broker, then both Seller and Buyer consent to said broker acting as a dual agent. Both Seller and Buyer acknowledge receipt of a copy of the pamphlet entitled "The Law of Real Estate Agency." Seller may have directed its listing agent to list the subject property in the Northwest Multiple Listing Service and Seller agrees to pay a commission as set forth in the terms of any such listing agreement. Commissions shall not be payable by Seller on any sums representing upgrades, selections, options, changes, Buyer incentives or bonuses that may be added to the sales price of the subject property.

**26. INTERPRETATION:** This Addendum shall supersede and prevail in any conflict between the Agreement and this Addendum. Only handwritten or typed changes to the Agreement or this addendum shall have effect, provided that both Buyer and Seller initial them.

Buyer Initial: \_\_\_\_\_ Buyer Initial: \_\_\_\_\_ Seller: \_\_\_\_\_

**27. INTEGRATED AGREEMENT; BUYER'S CAPACITY:** There are no express or implied agreements, promises or representation except as set forth herein or in another written document executed by Seller and Buyer. Buyer enters into this Addendum and the Agreement on behalf of themselves personally, and on behalf of the Homeowner's Association in Buyer's capacity as a future Member of the HOA, and their heirs, successors, and assigns.

**28. INSPECTION ADDENDUM:** The terms and conditions of any Inspection Addendum (NWMLS 35 or otherwise) are amended as follows. If Buyer has not requested and notified Seller in writing of the date for the inspection, prior to Buyer's new home orientation, any requirements of an Inspection Addendum shall be deemed waived and satisfied. Buyer's delay in ordering and conducting an inspection shall not be an excuse to delay Buyer's new home orientation and/or closing. The seller requires that no pre-sale homes or homes under construction be contingent upon having a home inspection. Buyer has the right to have a home inspection done upon completion of the home; however the purchase and sale agreement will not be contingent upon it. In that instance, Buyer waives the right to an inspection contingency.

**29. ARBITRATION:** Any controversy or claim arising out of or relating to this Addendum, the Agreement, any matter related to the Property or the Home, or any claimed defect relating to the Property, including without limitation, any claim brought under the Washington State Consumer Protection Act, (but excepting any request by Seller to quiet title to the Property) shall be determined by binding arbitration in accordance with RCW 7.04. The decision and award rendered by the arbitrator(s) shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to reasonable attorney's fees and expenses.

**30. BUYER'S EXCLUSIVE REMEDY:** IN THE EVENT OF ANY DISPUTE OF ANY KIND REGARDING THE AGREEMENT, BUYER'S SOLE AND EXCLUSIVE LEGAL AND EQUITABLE REMEDY FOR ANY BREACH OF THE AGREEMENT BY SELLER SHALL BE THE RESCISSION OF THE AGREEMENT AND THE RELEASE BY SELLER OF ANY CLAIM OR INTEREST IN THE EARNEST MONEY DEPOSIT PAID BY BUYER.

Seller	Buyer
Initial: _____	Initial: _____

Buyer Initial: \_\_\_\_\_ Buyer Initial: \_\_\_\_\_ Seller: \_\_\_\_\_

**31. NOTICE:** Buyer acknowledges that mold and mildew are normally occurring conditions in any climate. Seller makes no representation or warranty that the home is or shall remain free from mold, mildew or similar conditions ("Mold"). Seller specifically disclaims all express and implied warranties with respect to Mold, and with respect to any related damage to the home or problems with the air quality in or about the home. Buyer is solely responsible for maintaining the exterior of the home and the interior of the home ventilation systems, in such manner so as to prevent the growth of Mold, and Seller has no responsibility to take any action whatsoever in this regard.

Seller	Buyer
Initial: _____	Initial: _____

**I/We have had the opportunity to read this Addendum and hereby agree to its terms and conditions.** All other terms and conditions of said Agreement remain the same and unchanged.

DATED \_\_\_\_\_, 2011.

**SELLER:**

High Country Homes, LLC

By \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_  
 \_\_\_\_\_

Buyer Initial: \_\_\_\_\_ Buyer Initial: \_\_\_\_\_ Seller: \_\_\_\_\_

EXHIBIT A

Legal Description of Property:

Lot \_\_\_\_\_, of \_\_\_\_\_, according to the plat thereof recorded  
\_\_\_\_\_ under recording No. \_\_\_\_\_, records of \_\_\_\_\_  
County, Washington.

Buyer Initial: \_\_\_\_\_ Buyer Initial: \_\_\_\_\_ Seller: \_\_\_\_\_